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MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCALS 250, 400 & 535

For

Fiscal Years 1981-82 and 1982-83

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter MOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Service Employees International Union, Locals 250, 400 and 535 (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

0230 Chief Division Clerk, Municipal Court
0240 Chief Division Clerk, Civil Department
0250 Chief Division Clerk, Criminal Department
0270 Assistant Chief Division Clerk, Municipal Court
0280 Deputy Clerk, Municipal Court
0290 Deputy Clerk, Municipal Court
0300 Deputy Clerk, Municipal Court
0310 Deputy Clerk, Municipal Court
0320 Deputy Clerk, Municipal Court
0330 Deputy Clerk, Municipal Court
0340 Deputy Clerk - Information Clerk, Municipal Court
0350 Court Reporter, Municipal Court

0589 Court Assistant, Superior Court
0636 Pre-Trial Assistant and Statistician
0638 Administrative Assistant to the Master Calendar Judge, Criminal Division
0670 Chief Calendar Clerk, Superior Court
0672 Chief Assistant Calendar Clerk, Superior Court
9676 Research Assistant, Superior Court
0680 Judicial Secretary, Superior Court
0695 Senior Clerk, Superior Court
0696 Junior Clerk Typist, Superior Court
0697 Clerk Typist, Superior Court
0705 Information Clerk, Superior Court
0710 Phonographic Reporter, Superior Court
1201 Personnel Technician Trainee
1202 Personnel Clerk
1204 Senior Personnel Clerk
1210 Sick Report and Accident Investigator
1212 Timeroll Audit Clerk
1214 Senior Timeroll Audit Clerk
1216 Principal Timeroll Audit Clerk
1217 Senior Certification Clerk
1218 Payroll Supervisor
1220 Payroll Clerk
1222 Senior Payroll and Personnel Clerk
1224 Principal Payroll and Personnel Clerk
1226 Chief Payroll and Personnel Clerk
1227 Testing Technician
1228 Senior Testing Technician
1310 Public Relations Assistant

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1330 Consumer Relations Representative

1332 Consumer Relations Supervisor

1341 Public Service Assistant

1401 Trainee-Office Aide, Neighborhood Youth

1402 Junior Clerk

1403 Elections Clerk

1404 Clerk

1405 Equalization Clerk

1406 Senior Clerk

1407 Senior Equalization Clerk

1408 Principal Clerk

1410 Chief Clerk

1414 Elections Supervisor

1422 Junior Clerk Typist

1424 Clerk Typist

1425 Equalization Clerk Typist

1426 Senior Clerk Typist

1427 Equalization Record Control Clerk

1428 Ward Clerk

1430 Transcriber Typist

1432 Senior Transcriber Typist

1436 Braillist

1440 Medical Transcriber Typist

1442 Junior Clerk Stenographer

1444 Clerk Stenographer

1445 Equalization Clerk Stenographer

1446 Senior Clerk Stenographer

1450 Principal Clerk Stenographer

1458 Legal Stenographer

1459 Legislative Secretary, Board of Education

1460 Senior Legal Stenographer

1464 Medical Clerk Stenographer

1468 Water Services Clerk

1470 Services and Supply Assistant Supervisor

1472 Services and Supply Supervisor

1474 Claims Process Clerk

1476 Senior Claims Process Clerk

1478 Senior Water Services Clerk

1480 Principal Water Services Clerk

1486 Educational Credentials Technician

1487 Financial Aids Assistant

1490 Message Center Supervisor

1494 Clerk I

1495 Clerk II

1496 Clerk III

1497 Supervising Clerk I

1498 Supervising Clerk II

1499 Supervising Clerk III

1560 Assistant Director and Secretary, Art Commission

1602 Calculating Machine Operator-Key Drive

1620 Billing Auditor

1626 Junior Account Clerk

1630 Account Clerk

1632 Senior Account Clerk

1634 Principal Account Clerk

1638 Accounting Machine Operator
1640 Senior Accounting Machine Operator
1662 Billing and Collection Assistant Supervisor
1664 Billing and Collection Supervisor
1668 Consumer Accounts Assistant Supervisor
1670 Consumer Accounts Supervisor
1706 Telephone Operator
1708 Senior Telephone Operator
1710 Chief Telephone Operator
1720 Data Entry Operator
1721 Senior Data Entry Operator
1722 Tabulating Machine Operator
1723 Tabulating Machine Operator, Remington Rand
1724 Senior Tabulating Machine Operator
1726 Principal Tabulating Machine Operator
1727 Supervising Data Entry Operator
1740 Blueprinting Machine Operator
1742 Senior Blueprinting Machine Operator
1750 Microphoto Technician
1752 Senior Microphoto Techincian
1760 Offset Machine Operator
1762 Senior Offset Machine Operator
1763 Reproduction Supervisor I
1764 Mail and Reproduction Services Supervisor
1770 Photographer
1772 Photo-Lithographer
1774 Head Photographer

1778 Blueprint and Reproduction Manager
1802 Research Assistant
1803 Police Statistical Clerk
1810 Actuarial Clerk
1815 Management Aide, Retirement System
1820 Jr. Administrative Analyst
1822 Administrative Analyst
1833 Tape Librarian, EDP
1836 Membership Representative, Health Service System
1840 Junior Management Assistant
1842 Management Assistant
1844 Senior Management Assistant
1852 Project Director, Neighborhood Youth Corps
1853 Control Clerk, EDP
1855 Senior Control Clerk, EDP
1856 Assistant Control Supervisor, EDP
1858 Control Supervisor, EDP
1914 Film Service Technician
1915 Senior Film Service Technician
1920 Inventory Clerk
1922 Senior Inventory Clerk
1924 Materials and Supplies Supervisor
1926 Senior Materials and Supplies Supervisor
1928 School Supplies Analyst
1932 Assistant Storekeeper
1933 Schools Warehouse Assistant Supervisor
1934 Storekeeper

1935 School Supplies Warehouse Assistant Supervisor
1936 Senior Storekeeper
1937 School Supplies Warehouse Supervisor I
1938 Stores and Equipment Assistant Supervisor
1940 Stores and Equipment Supervisor
1948 Coding Supervisor, Purchasing Department
2110 Medical Record Clerk
2112 Medical Record Technician
2114 Medical Record Technician Supervisor
2120 Institutional Admitting Officer
2202 Dental Aide
2204 Dental Hygienist
2301 Orderly Trainee
2302 Orderly
2304 Psychiatric Orderly
2305 Psychiatric Technician
2306 Senior Psychiatric Orderly
2308 Surgical Aide
2310 Operating Room Technician
2312 Licensed Vocational Nurse
2320 Registered Nurse
2323 Clinical Nurse Specialist
2328 Nurse Practitioner
2330 Anesthetist
2340 Operating Room Nurse
2390 Central Processing and Distribution Technician
2402 Laboratory Helper

2406 Pharmacy Helper
2408 Senior Pharmacy Helper
2409 Pharmacy Technician
2416 Bacteriological Laboratory Assistant
2420 Histology Technician
2424 X-Ray Laboratory Aide
2425 Radiologic Technologist I
2426 Radiologic Technologist II
2427 Radiologic Technologist III
2430 Medical Examinations Assistant
2432 Electrocardiograph Technician
2434 Senior Electrocardiograph Technician
2436 Electroencephalograph Technician I
2437 Electroencephalograph Technician II
2440 Veterinary Laboratory Technologist
2450 Pharmacist
2502 Sterilizer Operator
2504 Inhalation Therapist
2506 Central Supply Room Aide
2514 Orthopedic Technician I
2515 Orthopedic Technician II
2520 Morgue Attendant
2522 Senior Morgue Attendant
2524 Coroner's Estate Investigator
2526 Ambulance Driver
2528 Medical Steward
2530 Senior Medical Steward

2546 Handicraft Instructor

2550 Senior Occupational Therapist

2554 Physical Therapy Aide

2558 Senior Physical Therapist

2574 Clinical Psychologist

2575 Research Psychologist

2580 Coroner's Investigator

2585 Health Worker I

2586 Health Worker II

2587 Health Worker III

2588 Health Worker IV

[illegible] Employee Referral Assistant

2604 Food Service Worker

2606 Senior Food Service Worker

2615 School Lunchroom Helper

2624 Dietitian

2626 Chief Dietitian

2630 School Lunchroom Cook

2632 Cook Manager Elementary School

2634 Cook Manager Secondary School

2636 School Lunchrooms Area Supervisor

2637 Food Service Assistant Supervisor

2650 Assistant Cook

2672 Children's Center Assistant Houseparent

2674 Children's Center Houseparent

2706 Housekeeper

2708 Custodian

2709 School Custodian

2716 Custodial Assistant Supervisor

2718 Custodial Supervisor I

2719 Janitorial Services Assistant Supervisor

2720 Janitorial Services Supervisor

2726 School Custodian Assistant Supervisor

2727 School Custodian Supervisor I

2730 School Custodial Services, Supervisor I

2736 Porter

2738 Porter Assistant Supervisor

2740 Laundry Worker

2742 Senior Laundry Worker

2772 Sewing Technician

2774 Senior Sewing Technician

2812 Chief Deputy Registrar of Vital Statistics

2830 Public Health Nurse

2844 Cripple Children Services Supervisor

2903 Eligibility Worker

2904 Social Service Technician

2905 Senior Eligibility Worker

2907 Eligibility Worker Supervisor

2908 Hospital Eligibility Worker

2909 Hospital Eligibility Supervisor

2910 Social Worker

2912 Senior Social Worker

2914 Social Work Supervisor

2916 Medical Social Worker

2922 Senior Medical Social Worker

2930 Psychiatric Social Worker

2932 Senior Psychiatric Social Worker

2934 Chief Psychiatric Social Worker

2940 Child Welfare Worker

2942 Senior Child Welfare Worker

2944 Child Welfare Supervisor

2946 Senior Eligibility Worker Supervisor

2948 Senior Social Service Supervisor

[illegible] Social Service Division Supervisor

[illegible]

2958 Director of Vocational Development and Training

2969 Assistant Director, Social Service Programs

2975 Citizens Complaint Officer

2987 Community Representative, Office of Aging

2994 Homemaker

2997 Specialist I, Human Rights Commission

3202 Locker Room Attendant

3204 Swimming Pool Cashier-Clerk

3206 Beach Lifeguard

3208 Pool Lifeguard

3210 Head Lifeguard

3212 Swimming Instructor

3214 Senior Swimming Instructor

3226 Golf Course Starter

3228 Assistant Director, Golf Course Operations

3232 Marina Assistant Manager

3234 Marina Manager

3258 Photography Director

3268 Municipal Stadiums Manager

3280 Assistant Recreation Director

3281 School Recreation Aide

3284 Recreation Director

3285 Junior Museum Director

3287 Assistant Recreation Supervisor

3289 Recreation Supervisor

3291 Principal Recreation Supervisor

3292 Assistant Superintendent Recreation

3302 Vendor

3306 Rides Attendant

3310 Stable Attendant

3322 Assistant Head Animal Keeper

3324 Head Animal Keeper

3332 Concessions and Amusements Assistant Supervisor

3334 Concessions, Amusements and Camp Supervisor

3470 Land Use Aide

3476 Agricultural Inspector

3474 School Grounds Supervisor

3480 Farmers Market Manager

3502 Museum Exhibit Packer and Repairer

3506 Aquarist

3508 Senior Aquarist

3512 Aquarium Exhibit Preparator

3520 Museum Preparator

3522 Senior Museum Preparator

3524 Principal Museum Preparator

3525 Chief Museum Preparator

3526 Museum Conservator Assistant

3527 Museum Conservator Assistant (Avery Brundage Collection of Asian Art)

3534 Museum Photographer

3535 Radio Announcer-Operator

3539 Multi Media Technician

3540 Curatorial Aide

3550 Museum Exhibition Designer

3556 Museum Registrar

3601 College Aide

3602 Library Page

3610 Library Assistant

3616 Library Technical Assistant I

3618 Library Technical Assistant II

3630 Librarian I

3632 Librarian II

3632A Librarian II - Fine Arts

3632B Librarian II - Asian Arts

3634 Librarian III

3644 City Archivist

3654 Medical Records Library Supervisor

3658 Medical Librarian

4102 Airport Property Management Assistant

4202 Assessment Clerk

4306 Collections Clerk

4308 Senior Collections Clerk

4312 Bond and Coupon Supervisor

4320 Cashier I

4321 Cashier II

4322 Cashier III

4324 Parking Meter Collector

4326 Parking Meter Collections Supervisor

4328 Chief Parking Meter Collections

4334 Investigator, Tax Collector

4335 Senior Investigator, Tax Collector

4336 License Bureau Assistant Supervisor

4337 Principal Investigator, Tax Collector

4340 Chief Investigator, Tax Collector

4360 Assistant Cashier, Water Department

4364 Assistant Collection Supervisor, Water Department

4366 Collection Supervisor, Water Department

4370 Assistant Cashier, Tax Collector

4372 Cashier, Tax Collector's Office

5276 City Planning Intern

5277 Planner I

5278 Planner II

5279 School Facilities Needs Analyst

5280 Planner III

5280B Planner III - Urban Design

5280C Planner III, Transportation

5282 Planner IV

5282A Planner IV - Urban Systems Analyst

5282B Planner IV - Community Planning Specialist

5283 Planner V - Urban Design

5284 Environmental Review Officer

5285 Airport Noise Abatement Officer

5287 Transit Planner I

5288 Transit Planner II

5289 Transit Planner III

5290 Transit Planner IV

5292 Planner III (Zoning)

5294 Planner IV (Zoning)

5297 School Facilities Planner

5302 Graphic Artist

5408 Coordinator of Citizen Involvement

5410 Intergovernmental Affairs Coordinator

5412 Planning Coordinator

6102 Rodent Control Technician

6104 Senior Rodent Control Technician

6220 Inspector of Weights and Measures

6222 Senior Inspector of Weights and Measures

6309 Mechanical Construction Inspector

6333 Senior Building Inspector

6334 Chief Building Inspector

6336 Property Rehabilitiation Manager

7107 Maintenance and Repair Assistant Superintendent, Hetch Hetchy Project

7108 Heavy Equipment Operations Assistant Supervisor

7125 Electrical Operation and Maintenance Superintendent, Hetch Hetchy Project

7126 Mechanical Shop and Equipment Superintendent

7202 Assistant Park Superintendent for Structural Maintenance

7208 Heavy Equipment Operations Supervisor

7211 Cement Finisher Supervisor II

7212 Automotive Transit Equipment Supervisor

7219 Maintenance Estimator and Scheduler

7232 Hetch Hetchy Mechanical Shop Supervisor

7241 School Equipment Warehouse Assistant Supervisor

7243 Parking Meter Repairer Supervisor I

7245 School Equipment Warehouse Supervisor I

7249 Area Coordinator of School Maintenance

7261 Supervisor of Maintenance, San Francisco Unified School District

7270 Watershed Keeper Supervisor

7277 City Shops Assistant Superintendent

7282 Street Repair Supervisor II

7301 Armored Truck Operator

7302 Audio-Visual Equipment Technician

7303 Barber

7312 Chauffeur

7324 Beautician

7325 General Utility Mechanic

7330 Senior General Utility Mechanic

7363 Piano Tuner

7383 Sewing Machine Repairer

7384 Typewriter Repairer

7385 Senior Typewriter Repairer

7392 Window Cleaner

7416 Book Repairer

7418 Senior Book Repairer

7426 Elevator Operator

7441 Tool Room Mechanic and Custodian

7454 Traffic Signal Operator

7470 Watershed Keeper

7520 Incinerator Operator

7524 Institution Utility Worker

7542 Watershed Worker (Seasonal)

7550 School Furniture Service Worker

7560 Field Conservation Aid

7564 Field Conservation Supervisor II

7566 Field Conservation Superintendent

8102 Process SErver

8106 Legal Process Clerk

8108 Senior Legal Process Clerk

8112 Assistant Court Clerk

8134 Confidential Crime Reporter

8136 Senior Confidential Crime Reporter

8138 Court Reporter

8139 Industrial Injury Investigator, Municipal Railway

8140 Retirement System Investigator

8142 Public Defender's Investigator

8143 Senior Public Defender's Investigator

8146 District Attorney's Investigator

8147 Senior District Attorney's Investigator

8148 Chief District Attorney's Investigator

8165 Assistant Compensation Claims Supervisor

8168 Medical Claims Assistant Supervisor

8170 Medical Claims Supervisor

8201 School Crossing Guard

8202 Security Guard

8204 Institutional Policeman

8207 Building and Grounds Patrolman

8208 Park Patrolman

8214 Parking Control Officer

8216 Traffic Control Officer

8218 Safe Door Attendant

8219 Station Agent

8220 Sergeant-At-Arms

8222 Armored Truck Guard

8226 Museum Guard

8228 Senior Museum Guard

8234 Fire Alarm Dispatcher

8236 Chief Fire Alarm Dispatcher

8238 Police Communications Dispatcher

8242 Medical Coordinator, Disaster Corps

8249 Fingerprint Technician I

8250 Fingerprint Technician II

8251 Fingerprint Technician III

8256 Police Motor Vehicles Inspector

8274 Police Cadet

8300 Sheriff's Property Keeper

8302 Police Matron

8303 Sheriff's Civil Process Assistant

8316 Assistant Counselor

8318 Counselor II

8320 Counselor, Juvenile Hall

8321 Counselor, Boys Ranch School

8401 Probation Assistant

9102 Transit Car Cleaner

9104 Transit Car Cleaner Assistant Supervisor

9106 Transit Car Cleaner Supervisor I

9110 Fare Collections Receiver

9112 Fare Collections Clerk

9114 Fare Collections Cashier

9116 Senior Fare Collections Receiver

9117 Principal Fare Collections Receiver

9118 Transit Revenue Supervisor

9122 Transit Information Clerk

9124 Senior Transit Information Clerk

9125 Chief Transit Information Clerk

9126 Transit Traffic Checker

9128 Senior Transit Traffic Checker

9171 Station Agent, Municipal Railway

9176 School Transportation Scheduler

9202 Airport Communications Operator

9203 Senior Airport Communications Operator

9204 Airport Communications Supervisor

9210 Airport Policeman

9211 Airport Police Sergeant

9212 Airfield Safety Officer

9215 Airport Police Lieutenant

9230 Airport Custodial Services Supervisor

9250 Airport Maintenance Supervisor

9252 Airport Maintenance Superintendent

9301 Custodial Supervisor I, Port

9307 Computer Operations Supervisor, Port

9333 Marine Patrol Officer

9353 Wharfinger I

9356 Wharfinger II

9357 Chief Wharfinger

9361 Assistant Superintendent, Harbor Maintenance, Electrical

9362 Assistant Superintendent, Harbor Maintenance, Buildings and Streets

9363 Assistant Superintendent, Harbor Maintenance, Piers and Wharves

9380 Administrative Service Officer, Port

9386 Business Service Officer, Port of San Francisco

9401 Program Monitor I, CDA

9403 Program Monitor II, CDA

9405 Coordinator, Program Monitor, CDA

9411 Citizen Participation/Rehabilitation Monitor

9910 Public Service Trainee

9940 Public Works Aide

9951 Neighborhood Youth Corps Trainee

9953 Group Leader, Neighborhood Youth Corps

9957 Supervisor, Neighborhood Youth Corps

9960 Assistant to Professionals

9971 Community Worker

A170 Stage Property Man

B152 Court Room Clerk

B160 Law Clerk

B164 Senior Law Clerk

B222 General Clerk

B408 General Clerk-Stenographer

B412 Senior Clerk Stenographer

B812 General Clerk-Typist

B814 Senior Clerk-Typist

C101 Dressing Room Maid

I120 Senior Orderly

J131 Vendor Helper

J78 Stock Clerk

M270 Superintendent, Machine Shop and Equipment, Utilities

R84 Athletic Attendant

R101 Camp Assistant

R102 Camp Manager

W108 Rides Attendant Helper

Y6 Organist

Y14 Curatorial Assistant

The terms and provisions of this MOU shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement.

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or

accepted by the Board of Supervisors by appropriate action and ratified by the general memberships of the Unions of the Joint Council. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail.

The Employee Relations Director and the Union negotiating team shall present one full tentative agreement, signed by the Employee Relations Director and representatives of the Union negotiating team, to the Board of Supervisors and the Union general membership for ratification within sixty (60) days of signing of such full tentative agreement.

The City agrees to notify the Union in advance of any intended changes in working conditions within the scope of representation which fall within the authority of the Board of Supervisors and shall meet and confer and endeavor to reach an agreement with the Union prior to implementation of any intended action provided, however, that in cases of emergency, action may be taken on working conditions within the authority of the Board of Supervisors without meeting the above requirements. In such instances the City agrees to meet and confer as soon as possible after taking emergency action.

3. NO WORK STOPPAGES

It is mutually agreed and understood that during the period this MOU is in force and effect the Union will not authorize or engage in any strike, slowdown, or work stoppage. It shall not be a violation of this MOU for an employee to honor a primary picket line sanctioned by the Central Labor Council or the Building Construction Trades Council; provided, however, that nothing in this section shall limit the City's right to enforce the provisions of Section 8.346 of the Charter.

4. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. To the extent required by Government Code Section 3504 and the Employee Relations Ordinance the City shall meet and confer with the Union on the establishment or revision of performance standards or norms.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with

applicable Charter provisions and rules and regulations of the Civil Service Commission.

5. NO DISCRIMINATION

A. DISCRIMINATION PROHIBITED

City and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, or sexual preference, nor shall a person be the subject of sexual harassment. The Board of Supervisors shall encourage the various departments to establish confidential and expedited procedures for the handling of complaints of sexual harassment.

B. NO DISCRIMINATION ON ACCOUNT OF UNION ACTIVITY

Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Employee Relations Ordinance of the City and County of San Francisco and the Meyers-Milias-Brown Act.

6. UNION SECURITY

A. The City shall deduct Union dues, initiation fees, premiums for insurance programs and political action fund contributions from employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Cost of dues deductions shall be determined and paid pursuant to the Employee Relations Ordinance, Section 16.220 - Dues Deductions.

B. Effective July 1, 1981, employees working in classifications covered by the terms of this MOU, shall, at the time of employment and as a condition of employment, execute a written authorization for the payroll deduction of Union dues on a form to be provided by the City, provided that said form shall also include a portion entitled "request to withdraw authorization" which if executed in writing and returned to the Controller's Office as set forth below, within 14 calendar days, shall be immediately effective. Otherwise, dues deductions shall commence 30 days thereafter.

Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Union, an employee, except as set forth above, may only revoke a dues authorization by delivering the notice of revocation to the Controller during the month of January. The revocation notice shall be delivered to the Controller either by handing it personally to Leo Dinneen or his/her successor or by depositing it in the U. S. Mail addressed to the Controller, Room 109, City Hall, San Francisco, California 94102, Attention: Leo Dinneen on or before January 30 of the fiscal year covered by this memorandum. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Union within two weeks of receipt and in the case of annual revocations received in January, not later than March 1.

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section.

C. If during the life of this agreement the Meyers-Milias-Brown Act is amended to authorize agency shop agreements, the City agrees to act to implement an agency shop to the fullest extent permissible.

7. COMMITTEE ON PAYROLL PROCEDURES

The Board of Supervisors, by the act of ratifying this MOU, urges the Mayor of the City and County of San Francisco to establish a labor-management committee to investigate payroll warrant delivery, dues deduction procedures and other payroll matters, and to propose possible administrative and legislative changes. Participation shall be sought from the Offices of the Mayor and Chief Administrative Officer, Bureau of the Budget, Employee Relations Division, departments, boards, commissions, and recognized employee organizations. The Board of Supervisors shall urge the Mayor to create said committee and hold the first meeting of same during the month of April 1979.

The Board of Supervisors shall urge the Office of the Mayor, the Controller, and each department to resolve the City's long standing payroll system deficiencies in the most expeditious manner possible.

8. COMMITTEE ON TEMPORARY EMPLOYEES

A. The Board of Supervisors shall establish, through the Employee Relations Division, a temporary employee committee to investigate working conditions of temporary employees of the City and County, including salary increments, health and welfare benefits and permanent status and to propose possible legislative changes.

B. Participation shall be sought from the Offices of the Mayor and Chief Administrative Officer, Bureau of the Budget, departments, boards, commissions, and recognized employee organizations. The first meeting of this committee shall be held during the month of April 1979.

The Board of Supervisors shall amend San Francisco Administrative Code Section 16.700 to extend the duration of temporary employee membership in the Health Service System through the expiration date of this MOU.

9. OFFICIAL REPRESENTATIVES AND STEWARDS

A. OFFICIAL REPRESENTATIVES

(1) The Union may select as many as one employee member of such organization from the appropriate unit represented by such organization, and one additional such employee member for each 250 employees or fraction thereof, in excess of 200 employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations, the appointing officer or a board or commission when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefor, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

(a) The organization's duly authorized representative shall inform in writing the department head or officer under

whom each selected employee member is employed that such employee has been selected.

(b) No selected employee member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized executive management official.

(c) In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

B. STEWARDS

(1) The Union shall furnish the City with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by the Union, none will be recognized for that area or shift.

(2) The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.

(3) If, in the judgment of the supervisor, permission cannot be granted immediately to the shop steward to investigate or present a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission, provided, however, that time off for investigation shall be reasonably related to the difficulty of the grievance.

(4) In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City departmental rule (intoxication, theft, etc.) the shop steward shall, if possible, be granted immediate permission to leave his post of duty to assist in the grievance procedure.

(5) Shop stewards shall not interfere with the work of any employee.

(6) The Board of Supervisors encourages departments to authorize stewards to orient new employees on matters concerning employee rights under the provisions of this MOU, other departmental MOU's if they exist, and other matters relating to their working conditions and further encourages departments to release stewards to attend training workshops conducted jointly by the Union and the Employee Relations Division.

10. BULLETIN BOARDS, INTER-OFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS

BULLETIN BOARDS AND DISTRIBUTION OF MATERIALS

Reasonable space may be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head in a supplemental MOU.

The Union may make reasonable use of the City's inter-office mail system to communicate with appointing officers, personnel officers and designated shop stewards.

The Union shall have reasonable access to all work locations to verify that the terms and conditions of this MOU are being carried out and for the purpose of conferring with employees,

provided that access shall be subject to such rules and regulations as may be agreed to by a department and the Union.

The City shall provide the Library with the following items, not to exceed 15 sets, to be placed at libraries selected by the Librarian: Charter, San Francisco Administrative Code, Salary Standardization and Annual Salary Ordinances, Civil Service Rules and this MOU.

11. UNIFORM ALLOWANCE FOR UNIT 9 EMPLOYEES

To the extent that the provisions of this paragraph as contained in the 1977-78 MOU between the parties were not carried out in fiscal year 1977-78 or 1978-79, they shall be carried out in fiscal year 1979-80 subject to the same monetary limitations. For clarification, specific reference is made to the fact that the total expenditure to the City for the initial providing of said uniforms shall not exceed $100,000. Said fiscal limitations shall not apply to subsequent replacement of uniforms.

The City shall provide a uniform allowance for the workers in the classifications set forth below:

8202 Security Guard
8204 Institutional Policeman
8205 Institutional Police Sergeant
8207 Building and Grounds Patrolman
8208 Park Patrolman
8214 Parking Control Officer
8215 Traffic Control Officer
8217 Station Office
8222 Armored Truck Guard
8226 Museum Guard

8228 Senior Museum Guard

8274 Police Cadet

8301 Sheriff's Property Keeper

8303 Sheriff's Civil Process Assistant

8316 Assistant Counselor

*9210 Airport Police

*9212 Airfield Safety Officer

9260 Harbor Police Officer

9901 Police Officer Specialist Youth Program

*The provisions of this section shall not adversely affect employees in these classes which already receive uniform allowances under another arrangement.

A. UNIFORM SPECIFICATIONS

Specifications for uniforms the subject of this MOU shall be prepared by the appointing officer, after consultation with the Union and the Purchaser but such specifications must not be so narrowly drawn as to prevent or unreasonably prohibit competitive bidding.

B. TERMINATION OR CHANGE OF EMPLOYMENT; RETURN OF UNIFORMS

Upon termination of employment or upon change to a position which does not require wearing of uniforms, each employee having in his possession uniform items owned or leased by City must deliver such items, in good condition, reasonable wear and tear expected and which are less than one year old, to such location as may be designated by the appointing officer or department head or pay for uniform items not so delivered at the rate of sixty percent of the City's purchase price where less than three months have elapsed between delivery by the successful bidder and the

date of termination or change; forty percent of City's purchase price where more than three but less than six months have so elapsed; twenty percent where more than six but less than nine months have so elapsed; and ten percent where more than nine but less than twelve months have so elapsed.

C. REPLACEMENT OF UNIFORMS

Replacements for uniforms, regardless of source, shall be acquired by purchase or lease by the City and County and furnished to the members as indicated in this MOU as the items wear out but not more than one uniform shall be acquired by the City and County in any twelve month period for the use of one employee enumerated herein, provided, however, that any employee entitled to a uniform allowance under this MOU may be furnished two replacement shirts or blouses in any twelve month period. The provisions of this MOU governing uniform allowance shall not be applicable to employees working in the Emergency Medical Services.

D. UNIFORMS UNDER TERM AWARD CONTRACT

The Purchaser shall have the power to enter into a term award contract to supply uniform items or to supply such items by lease or rental for the use of employees specified in this agreement as being entitled a uniform allowance to wear same while on duty.

E. UNIFORM SUPPLY RECORDS

Each employee receiving a uniform pursuant to the provisions of this MOU shall maintain a record for not less than one year following the date the uniform items were delivered to each such employee of uniforms items so supplied.

F. EFFECTIVE DATES

The provisions contained in the foregoing paragraphs "A" through "E" shall be applicable for the fiscal years 1979-80 and 1980-81.

The provisions of this Section (11) shall not apply to employees in Emergency Medical Services inasmuch as they are covered by specific provisions of the San Francisco Administrative Code and it is agreed that said provisions relating to uniform allowance and replacement shall remain in effect for the term of this MOU.

12. UNIFORM ALLOWANCE FOR DEPARTMENT OF PUBLIC HEALTH EMPLOYEES

Employees assigned to the Department of Public Health who are required to wear and supply their own uniforms in the course of their duties shall be paid an annual uniform allowance of $120.00 in January, 1982; provided that such employees normally wear uniforms when performing their job duties as determined by the appointing officer; and provided, further, that said employees have been continuously employed by the City since July 1, 1981. This benefit shall be payable again in January, 1983 to employees who have been continuously employed by the City since July 1, 1982. An employee shall be considered "continuously employed" if he/she was on paid status cumulatively for five of the required six months.

13. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

A. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the

State Disability Insurance program, the Board of Supervisors shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.

B. In the event any bargaining unit, covered by this MOU, elects coverage in State Disability Insurance as provided in paragraph (A) of this section, the payment of sick leave pursuant to Rule 23 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

C. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

14. DISABILITY BENEFITS FOR AMBULANCE DRIVERS AND MEDICAL STEWARDS

The City agrees not to amend Section 16.171 of the San Francisco Administrative Code relating to disability benefits for Ambulance Drivers and Medical Stewards during the term of this MOU.

15. SUBCONTRACTING OF WORK

The City agrees to notify the Union as soon as practicable, but in no event later than the date the Purchaser is sent bid requiremenets, when contracting out of a City service is contemplated and authorization of the Board of Supervisors is necessary in order to enter into said contract. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters, including but not limited to:

(1) Possible alternatives to subcontracting;

(2) Questions regarding current and intended levels of service;

(3) Questions regarding the Controller's certification pursuant to Charter Section 8.300-1;

(4) Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

(5) Questions relating to the effect on individual worker productivity by providing labor saving devices.

The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.

16. USE OF PERSONAL AUTOMOBILES

The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate of 22¢ per mile and for all necessary parking and toll expenses.

The above mileage rate shall be increased or decreased each calendar quarter by one cent (1¢) for each ten cents (10¢) increase or decrease in the average cost of gasoline as defined for "motor gasoline all types" per gallon in the Energy Report published by the Bureau of Labor Statistics, U.S. Department of Labor. The base period against which increases or decreases shall be measured shall be the average price per gallon established for July 1, 1981. Said rate shall be fixed by the Controller within two weeks of his receipt of the above noted report.

17. ADMINISTRATIVE PROVISIONS

Many provisions of this MOU are excerpted in whole or in part from the provisions of the 1981-82 Salary Standardization Ordinance. When such is the case, the section will be designated "EXCERPTED" and it is the intent that said language shall in no way amend or alter the meaning, interpretation or the administration of the Administrative Provisions of the 1981-82 Salary Standardization Ordinance.

When provisions of this MOU relate the same subject matter as provisions in the 1981-82 Salary Standardization Ordinance but

make changes therein and said section or provisions are not designated "EXCERPTED" then said provisions shall prevail.

18. WORK SCHEDULES "EXCERPTED" SSO SECTION II

A. NORMAL WORK SCHEDULES

(1) Unless otherwise provided in this ordinance, a normal work day is a tour of duty of eight hours completed within not more than nine hours.

Upon request of the appointing officer, the Civil Service Commission may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-day, forty-hour-a-week employees.

(2) A normal work week is a tour of duty on each of five consecutive days.

(3) Exceptions:

(a) The 20-20 educational program.

(b) Specially funded training programs approved by the Civil Service Commission.

(c) Educational and training courses - regular permanent Civil Service employees may, on a voluntary basis with approval of the appointing officer, work a forty-hour week in six days when required in the interest of furthering the education and training of the employee.

(d) Employees of the Public Library department may on a voluntary basis work a forty hour week in six consecutive days.

(e) On operations conducted at remote locations (limited to Hetch Hetchy Project only for Painters and related classes) where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Civil Service Commission, may arrange work schedules averaging five days per week over a period of time, but consisting of more than five consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the normal work schedules for such operations.

(f) Employees shall receive no compensation when properly notified (2 hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the classification is available shall be paid for a minimum of two hours. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four hours, and for hours actually worked beyond four hours, computed to the nearest one-quarter hour.

(g) Special Educational Leave for Health Personnel - Each regular full-time employee who has served in a classification which requires registration as a Registered Nurse or Licensed Vocational Nurse and the following enumerated classes which require

a valid license shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes that relate to the particular classifications' studies.

Employees referred to below must be employed by the City as regular full-time employees for at least ninety (90) continuous calendar days before they are entitled to take such educational leave.

It is the intent of the Board of Supervisors that leave pursuant to this paragraph shall be granted subject only to the reasonable staffing requirements of the departments and that in the granting of such leave, preference shall be given to the employee having the earliest relicensure date.

2304 Psychiatric Orderly
2305 Psychiatric Technician
2306 Senior Psychiatric Orderly
2390 Central Processing and Distribution Technician
2392 Senior Central Processing and Distribution Technician
2444 Clinical Laboratory Technologist
2446 Senior Clinical Laboratory Technologist
2450 Pharmacist
2462 Microbiologist
2464 Senior Microbiologist
2466 Chief Microbiologist
2526 Ambulance Driver
2528 Medical Steward
2530 Senior Medical Steward
2624 Dietitian

(h) Voluntary Reduced Work Period for P.H. Nurses - Employees in classification 2830 Public Health Nurse and 2832 Supervising Public Health Nurse may elect to participate for six month periods in a 5% basic biweekly salary reduction plan. Nurses

who did not participate in the reduced work period program prior to March 1, 1981, may only do so with the approval of his/her appointing officer. Employees who elect this alternate pay plan shall receive 5% less salary on a biweekly basis and, in addition to other vacation, holiday and sick leave benefits, shall receive 6-1/2 working days off with pay in any one period; provided that if the employee is entitled to be paid for less than 40 hours per week for the six month period, he or she shall receive a pro rata portion of the 6-1/2 days. If the employee resigns during the six month period, an adjustment shall be made in the final pay check for any portion of the 6-1/2 days off with pay received but to which the employee lost entitlement by reason of his or her resignation.

There shall be two six-month periods each fiscal year: one commencing on July 1 and ending on the following December 31 and a second commencing on January 1 and ending the following June 30. Employees shall be notified of the election procedure no later than four weeks prior to the commencement of the period. Notification of participation must be received by the appointing officer no later than two weeks prior to the commencement of the period. Days off earned pursuant to this section are not subject to accumulation and must be utilized during the period on a scheduled basis mutually agreed to by the employee and the appointing officer.

(i) City-Wide Voluntary Reduced Work Week - Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the General Manager, Personnel, may voluntarily elect to work a reduced work

week for a specific period of time. Such reduced work week shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced in accordance with such reduced work week.

(j) NORMAL WORK SCHEDULES

Upon request of the Union to any City department, the Board of Supervisors authorizes any department head, board or commission to meet and confer with the Union on proposals offered by the Union or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include, but are not limited to, core-hour flex-time, full time work weeks of less than five (5) days or a combination of plans which are mutually agreeable to the Union and the department concerned. It is the intent of the Board that the work year shall continue to be two thousand eighty (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and/or weekly basis, provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices. Any such agreement shall be submitted in ordinance form to the Board of Supervisors for its approval or rejection.

(k) The work schedules for employees in class 8214 Parking Control Officer shall be as set forth in a memorandum of understanding between the Union representing said employees and the City.

B. PART-TIME WORK SCHEDULES

(1) A part-time work schedule is a tour of duty of less than forty hours per week.

19. OVERTIME COMPENSATION "EXCERPTED" SSO SECTION V

A. Appointing officer may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one half times the base hourly rate which may include the 6-1/4% night differential if applicable; provided that employees working in classifications that are designated in Section II of this ordinance as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight hours per day or forty (40) hours per week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

The Civil Service Commission shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.

No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are not legally available to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to the provision for "non-Z" designated employees set forth below.

Employees working in classification 8214 when assigned to a work week that contains nonconsecutive days off shall be compensated at the applicable overtime rate for the day worked after the first designated day off for said week. This overtime rate shall only be paid if the employee works forty hours on paid status in the "split days off" work week.

B. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but may be granted compensatory time off at the rate of one-and-one-half times for time worked in excess of normal work schedules.

Non "Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the individual employee requests compensatory time off in lieu of paid overtime providing the request is approved by the appointing officer. Compensatory time shall be earned at the rate of time and one-half. Request to receive compensatory time shall be made in writing and shall be submitted to the appointing officer or other designated representative as soon as possible and in no event later than the end of

the first pay period following the pay period in which the overtime was worked. In lieu compensatory time off shall be taken at a time mutually agreeable to the employee and the appointing officer in the fiscal year earned subject to the following conditions:

(1) If the appointing officer and the employee are unable to mutually agree on when time off shall be taken, any accrued time off shall be paid at the end of the fiscal year; or,

(2) If the appointing officer and the employee mutually agree, compensatory time off may be taken during the succeeding six (6) month period following the end of the fiscal year in which the compensatory time was earned. However, if the compensatory time cannot be enjoyed by the employee in said subsequent six (6) month period, he/she shall be paid in cash.

20. ADDITIONAL COMPENSATION "EXCERPTED" SSO SECTION IV

A. NIGHT DUTY

Employees shall be paid 6-1/4% more than the base rate for each hour worked between 5:00 p.m. and 7:00 a.m. if the employee works at least one (1) hour of his/her shift between 5:00 p.m. and 7:00 a.m.

(1) For class 7410 Automotive Service Worker, 7412 Automotive Service Worker Assistant Supervisor, 9102 Transit Car Cleaner, 9104 Transit Car Cleaner Assistant Supervisor, 9106 Transit Car Cleaner Supervisor I, 1731 Computer Operator Trainee, 1734 EDP Equipment Operator Trainee, 1736 EDP Equipment Operator, 1737 Senior EDP Equipment Operator, 1738 EDP Shift Supervisor, 1741 Senior EDP Shift Supervisor and 1868 Teleprocessing Technician any

shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift shall be paid ten percent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen percent (15%) above the regular day rate.

(2) Classes set forth in Section VII.D. (S.S.O.) herein working shifts designated by the Department of Public Health to be evening and night shifts shall be paid ten (10) percent above the regular day shift as set forth herein,excepting those employees participating in an authorized flex-time program and who voluntarily work during hours otherwise designated as an evening or night shift.

Classes set forth in Section VII.E (S.S.O.) herein working shifts designated by the Department of Public Health to be evening and night shifts shall be paid eight (8) percent above the regular day shift as set forth herein, excepting those employees participating in an authorized flex-time program and who voluntarily work during hours otherwise designated as an evening or night shift.

B. EXTENDED TOUR OF DUTY

An extended tour of duty shall be a tour of duty of eight hours work completed within eleven consecutive hours but extended over more than nine hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid 50% above their base rate after the ninth hour. These provisions shall not apply

to executive, administrative or professional employees, employees in class 2220 Physician assigned to emergency hospital services, and to Stationary Engineers and related classes.

Exception - employees of Camp Mather who during the summer season work a tour of duty of eight hours completed within thirteen consecutive hours shall be paid $1.50 per day above the compensation to which they are otherwise entitled.

C. INTERPRETER - TRANSLATOR PAY

Employees who are assigned by their department to a "designated bilingual position" may be granted additional compensation [illegible] by the Civil Service Commission related to a public service function of a department and requiring translating to and from a foreign language, including sign language as used by the deaf, a minimum of 10 hours biweekly. Should the Civil Service Commission not act within 60 days of its receipt of the department's request, the designation shall be deemed approved.

D. SUPERVISORY DIFFERENTIAL ADJUSTMENT

The Civil Service Commission is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

(1) The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of [illegible] subordinates.

(2) The organization is a permanent one approved by the appointing officer, Chief Administrative Officer, board or commission, where applicable, and is a matter of record based upon review

and investigation by the Civil Service Commission.

(3) Both the supervisor and subordinate have been appointed on a permanent basis to their respective full-time positions.

(4) The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

(5) The compensation schedule of the supervisor is less than 5% or 1 full step over the compensation schedule, exclusive of extra pay, of the employee supervised.

(6) The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding 5 per cent or 1 full step over the compensation schedule, exclusive of extra pay, of the employee supervised.

If the application of this section adjusts the rate of pay of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount $1.00 biweekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under paragraph "D" are also met.

(7) The decision of the Civil Service Commission as to whether the compensation schedule of a supervisory employee shall be adjusted in accordance with this section shall be final.

(8) Compensation adjustments are effective retroactive

to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

(9) In no event will the Civil Service Commission approve a supervisory salary adjustment in excess of 10% or 2 full steps over the supervisor's current basic compensation. If, in the following fiscal year, a salary inequity continues to exist, the Civil Service Commission may again review the circumstances and may grant an additional salary adjustment not to exceed 10% or 2 full steps.

10) It is the responsibility of the appointing officer immediately to notify the Civil Service Commission of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon, by or pending before the Civil Service Commission.

E. STANDBY PAY

Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid 25 percent of their regular straight time rate of pay for the period of such standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall be allowed in classes 1738 Electronic Date Processing Shift Supervisor, 1741 Senior

Electronic Data Processing Shift Supervisor, 1864 Senior Systems and Procedures Analyst, 1872 Programmer Analyst and 1873 Software Analyst and shall not be allowed in classes whose duties are primarily administrative in nature.

No employee shall be compensated for standby service unless the appointing officer, with the approval of the Chief Administrative Officer, board or commission, where applicable, shall have filed with the Civil Service Commission a report of the necessity for such standby service and other conditions pertaining to the employee's availability for emergency callback service, and a report of the names, classification, rates of pay and work and standby schedules of the employees assigned to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.

Provided, however, that when the Sheriff determines that emergency circumstances exist which require standby services of sworn personnel in the Sheriff's Department, the Sheriff may file said report of necessity for standby service with the Civil Service Commission within ten (10) calendar days following such emergency circumstances.

F. CALL BACK (REST BETWEEN SHIFTS)

Every full-time employee in classes 2312 Licensed Vocational Nurse, 2320 Registered Nurse, 2323 Clinical Nurse Specialist, 2330 Anesthetist, 2340 Operating Room Nurse, 2830 Public Health Nurse, 2322 Head Nurse, 2342 Head Nurse, Surgery and 9110 Fare Collections Receiver shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five

(55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half or in compensatory time at the rate of time and one-half as determined by the 1979-80 Annual Salary Ordinance (Section 1.3).

This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on call back resume their regular [illegible] schedule calls for him/her to come in within eight (8) hours after call back, the employee has the option to not work or work at time and one-half until he/she has twelve (12) consecutive hours rest time.

G. WEEKENDS OFF FOR NURSES

Every full-time employee in classes 2320 Registered Nurse; 2323 Clinical Nurse Specialist; 2330 Anesthetist; 2340 Operating Room Nurse; and 2830 Public Health Nurse shall receive two [illegible] off each month. If any such employee is required to work three (3) consecutive weekends, he/she shall receive time and one-half on the third and succeeding consecutive weekends. Individual employees have the option to waive this provision with two weeks' notice for a specified period of time with the approval of the appointing officer or appropriate [illegible]. Notwithstanding the provisions of Section II of this ordinance in order to guarantee two weekends off each calendar month, there shall be no restrictions on split days off.

Notwithstanding any other provisions of this ordinance, employees in these classifications shall not work more than six consecutive days if days off are split, or eight consecutive days if days off are not split. This provision may be waived upon the written request of the employee with the approval of the appointing officer or the designated representative.

H. MACE TRAINING

Departments may designate employees, other than uniformed members of the Police and Sheriff's Departments, but including Parking Control Officers, whose position, hours and/or work location would warrant training in the use of mace. Training shall be given at no cost to the employee, provided that the total cost to the City shall not exceed $10,000.00 in any fiscal year.

21. HOLIDAYS "EXCERPTED" SSO SECTION VI with the exception of the third paragraph in "A"

Except as otherwise provided in Section V (B), and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President

of the United States, and two additional holidays to be taken on days selected by the employee subject to approval of the appointing officer. Both full-time and part-time temporary employees must complete six months continuous service before receiving the additional days; provided that part-time temporary employees who are not regularly scheduled, but are employed on an as needed, irregular intermittent or other irregular basis are ineligible for the additional days. Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within one calendar year of the date of the holiday.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

B. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting

Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time and one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount of less than 8 hours worked, provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of Section V (B) of the Salary Standardization Ordinance.

Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one-and-one-half times for work on the holiday.

C. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY

Employees assigned to seven day operation departments or employees working a five day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate

supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

D. HOLIDAY PAY FOR EMPLOYEES LAID OFF

An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

E. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a biweekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

F. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

Part-time employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided in Section VI. A. on a proportionate basis.

Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the biweekly pay period immediately preceding

the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

G. TIME OFF FOR VOTING

If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

22. SALARY STEP PLAN AND SALARY ADJUSTMENTS "EXCERPTED" SSO SECTION VII

A. SALARY STEP PLAN

Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

(1) Promotive Appointment in a Higher Class -

An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have his/her salary adjusted to that step in the promotive class as follows:

(a) If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the

salary received in the lower class but not above the maximum of the salary range of the promotive classification.

(b) If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7-1/2% above the salary received in the class from which promoted. The proper step shall be determined by the biweekly compensation shcedule and shall not be above the maximum of the salary range of the promotive class.

(2) Limited Tenure to Promotive -

A limited tenure appointee who accepts appointment to a promotive position from a reguar eligible list shall have his/her salary in the promotive appointment based on the salary in his/her regular civil service next lower rank position from which he/she gained promotive eligibility, except as herein provided.

If the following conditions are met, the salary in the promotive appointment shall be not less than the salary received under limited tenure appointment:

(a) That the employee was serving under permanent limited tenure appointment for at least six months immediately prior to accepting such regular promotive appointment.

(b) That the employee received a salary above the entrance rate of the compensation schedule in the permanent limited tenure appointment.

(c) That if the salary steps in the limited tenure class and the regular promotional class do not match, the employee

shall be advanced to the salary step in the compensation schedule nearest that received in the limited tenure appointment.

(d) Further increments in the compensation schedule in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

(3) Nonpromotive Appointment -

(a) When an employee who is a permanent appointee, occupying a permanent position, following completion of the probationary period or six months of permanent service, accepts a nonpromotive appointment in a classification having a higher salary schedule, the appointee shall enter the new position at that salary fixed for such class (including seniority increments) in the schedules of compensation which is immediately in excess of the salary which the employee received immediately prior to his/her appointment to such position.

(b) When such employee accepts a nonpromotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

(4) Appointment Above Entrance Rate - Upon the request of an appointing officer, permanent or exempt appointments may be

made at any step in the compensation schedule upon recommendation of the General Manager, Personnel and the approval of the Civil Service Commission under the following conditions:

(a) The City is experiencing recruiting or retention problems in specific classifications; or

(b) Specific individuals possess special qualifications the use of which will enure to the benefit of the City; or

(c) A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or

(d) Other unusual, unique or special employment circumstances; and

(e) The Controller certifies that funds are available.

(5) Determination of Pay for Position Formerly Exempt - When a position in the municipal service has been exempt from the salary standardization provisions of the Charter and becomes subject thereto, or when a position becomes subject to the salary standardization provisions of the Charter through acquisition of a public utility, the salary of the employee holding such position shall be calculated by including credit for continuous paid or nonpaid service in the position immediately prior to its becoming subject to salary standardization.

(6) Appointive Position - An employee who holds an appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another appointive position with the same or lesser salary schedule, shall receive a salary in the second position based upon the

relationship of the duties and responsibilities and length of prior continuous service as determined by the Civil Service Commission.

(7) Reappointment Within Six Months - A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

B. COMPENSATION ADJUSTMENTS

(1) When an employee promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during 1979-80, his/her salary shall be adjusted on July 1, 1979, to the rate he/she would have received had he/she been promoted in 1979-80.

The Civil Service Commission is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

(2) When a classification that was formerly a next lower rank in a regular civil service promotional examination receives through salary standardization a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the Civil Service Commission shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary he/she would have received had he/she

remained in such lower class, provided that such employee must file with the Civil Service Commission an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt appointment to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which he/she is otherwise qualified, and which has a compensation schedule higher than the protected salary of the employee.

(3) An employee serving in a class in the fiscal year 1978-79 at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such change the step in the 1979-80 salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

(4) When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in

accordance with the provisions of this ordinance, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

(5) A temporary employee certified from a regular civil service entrance list who has completed six months or more of temporary employment within the immediately preceding one year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon completion of the six months or one year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

(6) Permanent employees working under limited tenure appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary adjusted in the limited tenure or temporary class when such employees reach their salary anniversary date in their permanent class.

C. COMPENSATION UPON TRANSFER OR RE-EMPLOYMENT

(1) An employee transferred in accordance with Civil Service Commission rules from one department to another, but in the same classification, shall transfer at his/her current salary, and if he/she is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

(2) An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid a salary which includes credit for actual time served, either permanent or temporary, in the class prior to the layoff.

(3) An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in the next lower classification in the same series shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

(4) An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary based upon actual permanent service in the classification from which laid off.

(5) Employees in class 2910 Social Worker and 2912 Senior Social Worker with continuous uninterrupted service who are laid

off because of lack of work or funds and are appointed within 30 days to a permanent position in class 2903 Eligility Worker shall be paid a salary which shall include credit for the permanent or temporary time in classes 2910 Social Worker and 2912 Senior Social Worker.

D. RETENTION PREMIUM FOR NURSING CLASSIFICATIONS

For fiscal year 1981-82, permanent employees in the following classifications shall be entitled to a 2% retention premium in addition to the basic biweekly salary if on paid status cumulatively for eleven of the immediately preceding twelve months:

2320 Registered Nurse

2323 Clinical Nurse Specialist

2328 Nurse Practitioner

2330 Anesthetist

2340 Operating Room Nurse

E. MEAL ALLOWANCE FOR PUBLIC HEALTH CLASSES

For fiscal year 1981-82, to insure optimum productivity of employees in the following classes and provided that such employees are required to take their meals on City or school district premises, except when it would be unreasonable, inequitable or would require a change in current departmental policy to do so, each employee shall receive a meal allowance of $1.20 per day on paid status:

1120 Senior Orderly
2120 Institutional Admitting Officer
2130 Emergency Hospital Serv. Asst. Supt.
2132 Emergency Hospital Serv. Supt.
2301 Orderly Trainee
2302 Orderly
2304 Psychiatric Orderly
2305 Psychiatric Technician
2306 Senior Psychiatric Orderly
2310 Operating Room Technician
2312 Licensed Vocational Nurse
2390 Central Supply Process and Distr. Tech.
2392 Sr. Central Processing and Distr. Tech.

2406 Pharmacy Helper
2408 Senior Pharmacy Helper
2409 Pharmacy Technician
2416 Bacteriological Laboratory Assistant
2420 Histology Technician
2440 Veterinary Laboratory Technologist
2502 Sterilizer Operator
2514 Orthopedic Technician I
2515 Orthopedic Technician II
2520 Morgue Attendant
2522 Senior Morgue Attendant
2526 Ambulance Driver
2528 Medical Steward
2530 Senior Medical Steward
2585 Health Worker I
2586 Health Worker II
2587 Health Worker III
2588 Health Worker IV
2589 Health Program Coordinator I
2591 Health Program Coordinator II
2593 Health Program Coordinator III
7302 Barber
7324 Beautician

F. Notwithstanding any of the other provisions of this Ordinance, no employee working in a federally funded position shall be paid at a rate less than the established federal minimum wage if that is a condition upon receipt of the federal funds.

23. SENIORITY INCREMENTS "EXCERPTED" SSO SECTION IX

A. ENTRY AT THE FIRST STEP

(1) Employees working under permanent appointment in classifications whose salary schedule is 23.3 or less, and who are appointed at the first step, shall advance to the second and each successive step upon completion of six months' service in each step.

(2) Permanent employees whose salary schedule is 23.4 or higher shall advance to the second step upon completion of six months service and to each successive step upon completion of one year required service.

(3) Employees of the San Francisco Unified School District and Community College District appointed to school year

permanent positions and whose employment is subject to interruption because of school vacation shall be considered to have completed the first six months of service for increment purposes when the aggregate working time from the date of appointment totals six months. To qualify for this increment, these employees may not be absent on leave without pay during this period for more than one month of the aggregate working time except as provided in paragraph I. They shall advance to the third step on the next day following the completion of one additional year of service and to each successive step upon completion of required service.

B. ENTRY AT OTHER THAN THE FIRST STEP

Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step. School term only employees of the San Francisco Unified School District or Community College District appointed at a rate of pay in excess of the first step shall advance to the next step in accordance with the provisions of paragraph A (3) of this section.

C. An employee appointed to a position in a classification, the compensation for which was fixed in the fiscal year 1978-79 pursuant to Section 8.400 of the Charter, shall receive in the current fiscal year a compensation within the salary range fixed in this ordinance based upon the employee's service in said classification.

D. DATE INCREMENT DUE

Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.

24. PREMIUM PAY FOR 2903 ELIGIBILITY WORKER "EXCERPTED" SSO SECTION XII

Employees in this class who are assigned to screen and process Medi-Cal applications at San Francisco General Hospital shall receive the rate of pay assigned to class 2908 Hospital Eligibility Worker. Such assignment shall be certified by the appointing officer of the Department of Public Health and Administrator of San Francisco General Hospital.

25. ADMINISTRATIVE CODE PROVISIONS

All of the administrative provisions of the Salary Standardization Ordinance for the fiscal year 1979-80 except for provisions of this MOU which specifically and expressly are referred to as an exception to such provision, shall apply to all employees covered by this MOU through the 1980-81 fiscal year.

26. GRIEVANCE PROCEDURE

It is agreed that the grievance procedure contained in the 1978-79 MOU between the parties attached to this MOU and identified as Appendix "A" shall remain in existence and be utilized until such time as the Civil Service Commission amends Rule 34 with regard to arbitration. At such time as Civil Service Commission Rule 34 is amended, the grievance procedure found in the 1978-79 MOU shall become inoperative and Rule 34 shall become the appropriate grievance procedure. It is agreed that the Chief Labor

Negotiator and the Board of Supervisors will recommend to the Civil Service Commission that as amended Rule 34 will provide for binding arbitration of disputes concerning interpretation and application of memoranda of understanding, ordinances or resolutions.

27. MUNICIPAL RAILWAY PASSES

The City agrees to attempt to obtain Municipal Railway passes from the Public Utilities Commission to be supplied to department heads. Department heads who have employees who are required to move from one City location to another during normal working hours shall be entitled to obtain sufficient Municipal Railway passes to distribute to employees as needed. It is understood that these passes are to be used by employees only during normal working hours and while on City business.

28. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES

The City shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq.

29. WAGES AND CHARTER AMENDMENTS

Notwithstanding the adoption of the 1981-82 salary survey as updated by the Civil Service Commission as the rates of compensation for fiscal year 1981-82, the parties hereto agree to meet and confer in order to attempt to formulate a mutually agreeable

Charter amendment to be placed on the November 3, 1981 election ballot dealing with the following concepts, to be implemented if adopted on or before March 1, 1982:

(1) Authorizing the Board of Supervisors after meeting and conferring with employee representatives to reduce salaries for various classifications as fixed by Charter Section 8.407 in proportion to any amount by which the City pays contributions, such as Retirement and Social Security, currently paid by the employees;

(2) Adjusting the City's Health Service System contribution to include a surveyed amount for employee dental coverage for permanent and temporary employees; and

(3) Placing all temporary employees one step higher on the salary increment schedule in conjunction with any applicable salary adjustment set forth in subsection 1 above.

The Board of Supervisors agrees not to submit to the voters any amendments which would effect Charter Section 8.407 during the term of this MOU, except with the mutual agreement of the parties.

30. STAFFING LEVELS

The City and the Union acknowledge that there has been and may continue to be a reduction in the City work force, primarily as a result of the City's reduced revenue base and inflation. In some cases this reduction in staff has resulted in a reduction in the quality and quantity of services provided to the public. The Board of Supervisors urges all departments that, at the request

of the Union, it is their legal obligation to meet and confer in good faith and endeavor to reach agreement on workload standards.

The City shall produce or cause to be produced any and all information relating to staffing levels and department budget information as it may relate to staff levels and workloads upon written request of the Union to the ERD. Any reproduction costs shall be paid by the Union.

The Board of Supervisors, realizing that staffing reductions may result in increased workload pressure upon the remaining employees, urges departments to take no adverse action against employees who refuse to do the work of more than one person.

31. CAREER LADDER

The Board of Supervisors declare that it shall be the policy of the City and County of San Francisco to support the development of career ladder proposals and various programs of training and retraining for City employees to be coordinated through the Civil Service Commission, the operating departments and the Union and directs the Employee Relations Division to coordinate the establishment of said programs.

32. HEALTH AND SAFETY

(1) Commitment to Safe and Healthy Work

The City acknowledges its responsibility to provide safe and healthy work environments for City employees and users of City services. Every employee has the right to safe and healthy working conditions.

No employee shall suffer adverse action by reason of his/her refusal to perform hazardous or unsafe tasks or his/her refusal to enter unsafe or hazardous areas. When, in the best judgment of the employee, such conditions exist, the employee shall notify his/her departmental safety committee. The Board of Supervisors shall encourage departments to adopt the following policy: If a management and Union representative concur that a task or area is hazardous, the employee shall be reassigned until the hazard is eliminated. If there is no concurrence, the matter shall be submitted to the grievance procedure for resolution.

(2) Information

The City shall provide the Union departmental lists on a monthly and cumulative annual basis containing the vital information on all work related injuries and illnesses. Vital information shall include but not be limited to nature of illness and injury, dates, time lost, corrective action, current status of employee, cost of injury and work location.

(3) The Board of Supervisors shall designate a City Safety Officer. Said officer shall meet with representatives of the Union on all aspects of employee health and safety as it relates to the work site and shall report his/her findings to the Board of Supervisors and to the various departments and the Union on or before January 1, 1982. Furthermore, the Board of Supervisors shall direct said officer to prepare a detailed report on the use and safety implications of VDT equipment. The Board of Supervisors will encourage departments to meet and confer after January 1, 1982 on VDT working conditions.

(4) The Board of Supervisors shall encourage departments to develop special and/or light duty assignments within the job specifications for disabled workers.

33. SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the jurisdiction of the Board of Supervisors and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

This section shall not be interpreted to preclude the Union from meeting and conferring with the Civil Service Commission on permissible issues related to setting wages pursuant to Charter Sections 8.400, 8.401 and 8.407. This waiver on the part of the Union is predicated on the assumption that there will be salary standardization pursuant to Charter Sections 8.400, 8.401 and 8.407 for the fiscal year 1980-81 and in the event there is not, the

Union's waiver will be inoperative.

The City proposes to meet and confer with the Union on the subject of the City not paying social security tax on sick leave pay. This cannot be concluded by March 15, 1981, and the City proposes that this item not be precluded from subsequent discussions by virtue of this "Scope of Agreement" clause.

The Board of Supervisors agrees to adopt any appropriation ordinance required to fully implement the provisions of this MOU. In addition to the formal processing of such ordinance, the Employee Relations Director shall personally brief the Controller, the Mayor and the Mayor's Executive Deputy, Fiscal and Program Administration on the content of such ordinance. In the event that any of the above personages expresses doubt that any one or more of the included provisions cannot be implemented for whatever reason, or a court of competent jurisdiction finds any one or more provisions herein to be illegal, the parties shall immediately commence meeting and conferring to determine a suitable replacement of equal dollar value, retroactive to July 1, 1981.

34. SAVINGS CLAUSE

Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the MOU.

35. HOLD HARMLESS

The Union shall assume the defense of, indemnify and hold the City harmless from any and all claims, demands, suits, or any other action arising from modified agency shop provisions herein, or from complying with any demand for termination hereunder, or arising from the retention premium granted to registered nurse classes and the meal allowance granted to Public Health employees pursuant to this agreement and the provisions of the Salary Standardization Ordinance adopted pursuant to this agreement.

36. DURATION OF AGREEMENT

This MOU shall be in effect from July 1, 1981, through and inclusive of June 30, 1983.

It is understood and agreed by the parties that the financial terms and working condition benefits of this agreement negotiated in March 1981 are to be "renewed" for the fiscal year 1982-83 to approximately the same extent as was applicable in fiscal year 1981-82. There shall be no more holidays enjoyed than the number set forth in the 1981-82 Salary Standardization Ordinance. Section 11 of this MOU with the exception of subsection A through E shall remain effective only until such time as the monetary limitation contained herein is reached.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 15th day of July, 1981.

FOR THE UNION

Pat Jackson
Service Employee International Union, Joint Council

Timothy Toomey, Executive Secretary, Hospital and Institutional Workers, Local 250

Jerry Fillingim, Field Representative, Social Services Union, Local 535

Simeon White

Robert Kelly

Betty Mosher

FOR THE CITY AND COUNTY

Milton H. Mares
Employee Relations Director

James L. Lazarus
Employee Relations Director

[illegible]

By
Judith Teichman
Deputy City Attorney

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____ ON _____

APPENDIX "A"

GRIEVANCE PROCEDURE

This grievance procedure applies to conditions of employment as set forth by Ordinance or Resolution of the Board of Supervisors, or ratified Memorandum of Understanding of the Board of Supervisors provided that such condition(s) is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the Charter authority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in an existing Ordinance or Resolution of the Board of Supervisors, or a Memorandum of Understanding ratified by the Board of Supervisors; provided that such condition of employment is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the Charter authority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental memorandum of understanding, the following is the departmental procedure to be followed in the resolution of grievances as defined in paragraph "A" hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP ONE - Immediate Supervisor

If a solution to the grievance, satisfactory to the employee and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of the grievance procedure. If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall within seven (7) working days of the informal discussion with the immediate supervisor, submit the grievance in writing to his/her immediate supervisor with copies to parties specified on the City's Official Grievance Form. The immediate supervisor shall, within seven (7) working days of receipt of the written grievance, respond in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

STEP TWO - Intermediate Supervisor

If the decision of the immediate supervisor is unsatisfactory to the grievant, the grievant or the grievant's representative, shall within seven (7) working days of the receipt of the immediate supervisor's decision submit the written grievance to the intermediate supervisor. The intermediate supervisor shall, within seven (7) working days of receipt of the written grievance, respond in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

shall be selected by mutual agreement between the grievant, or the grievant's representative and the appointing officer. If the grievant, or the grievant's representative and the appointing officer are unable to agree on the selection of a Hearing Officer they shall jointly request the State Conciliation Service to submit a list of five (5) Hearing Officers who have had considerable experience as a Hearing Officer in public employment disputes. The grievant, or the grievant's representative and the appointing officer shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the Hearing Officer. Whether the employee, or his/her representative and the appointing officer deletes the first name in the alternating process of deleting names, shall be determined by lot.

(c) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.

(d) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.

(e) After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.

(f) The decision of the hearing officer shall be final and binding upon the parties.

(g) The hearing officer's authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution, or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of, a Board of Supervisors ratified Memorandum of Understanding, Ordinance, or Resolution.

(h) Each party, (employee, group of employees, or Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter, if any, shall be borne and paid in full by the losing party. In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter if any, shall be determined on a proportional basis by the hearing officer.

E. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

F. TIMELINESS OF GRIEVANCE

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

G. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

An employee, in a classification which is included with a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.